

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2018-223-T - ORDER NO. 2018-699  
NOVEMBER 13, 2018

IN RE:	Application of Ecolatino Multiservices LLC	)	ORDER GRANTING
	d/b/a Jimmy's Moving Service for a Class E	)	CLASS E (HOUSEHOLD
	(Household Goods) Certificate of Public	)	GOODS) CERTIFICATE
	Convenience and Necessity for Operation of	)	
	Motor Vehicle Carrier	)	

Pursuant to 10 S.C. Code Ann. § 58-23-330, this matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Ecolatino Multiservices LLC d/b/a Jimmy's Moving Service (“Applicant”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks statewide authority to operate. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on October 17, 2018, in the offices of the Commission.

The parties at the hearing included the Applicant, represented by John J. Pringle, Jr., Esquire, and the Office of Regulatory Staff (“ORS”), represented by Jenny Pittman, Esquire. The Applicant presented the testimony of its owner, Jaime Soria, as well as the deposition of its shipper witness Sherry Weatherly. ORS did not offer a witness.

Mr. Soria testified about his knowledge and experience in the moving industry and stated that he was aware of and intended to comply with the Commission’s regulations concerning household goods movers. During his testimony, the Applicant offered an Amended Application as Hearing Exhibit 1, its proposed tariff and bill of

lading as Hearing Exhibit 2, and the shipper witness deposition of Sherry S. Weatherly as Hearing Exhibit 3. In her shipper witness deposition, Ms. Weatherly, the manager of a furniture store with knowledge of movers throughout South Carolina, stated that there is a need for more movers in the state. ORS, through a letter submitted as Hearing Exhibit 4, stated that in its opinion the Applicant meets the fit, willing, and able requirements of a household goods mover under the provisions of 10 S.C. Code Ann. Regs. 103-133.

The Commission also finds and concludes that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133. Furthermore, we find that the public convenience and necessity is not already being served by existing authorized service. Therefore, the Application of Ecolatino Multiservices LLC d/b/a Jimmy's Moving Service should be granted.

IT IS THEREFORE ORDERED:

1. The Application of Ecolatino Multiservices LLC d/b/a Jimmy's Moving Service for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods with statewide operating authority. Additionally, the Applicant's tariff and bill of lading, marked as Hearing Exhibit 2, attached to this Order as Order Exhibit 1, are approved.

2. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, as amended, and

2 S.C. Code Ann. Regs. 38-400 through 38-503 (Supp. 2016) of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

3. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (1976), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

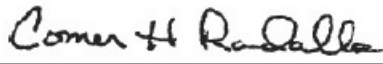
4. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

5. Failure of the Applicant to either (1) comply with all statutory and regulatory requirements within ninety (90) days of the date of this Order, or (2) request and obtain from the Commission additional time to comply with the requirements, shall result in this Order granting the Application to become null and void and the Application shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

6. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

7. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:

  
Comer H. "Randy" Randall, Chairman

ATTEST:

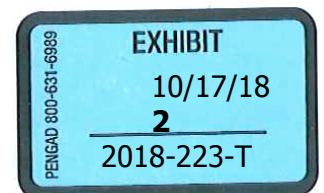
  
Jocelyn Boyd, Chief Clerk/Administrator

**Ecolatino Multiservices LLC. d/b/a Jimmy's Moving Service**

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**REGULATIONS AND SCHEDULE OF  
CHARGES APPLICABLE TO CERTAIN  
INTRASTATE HOUSEHOLD GOODS MOVES  
WITHIN THE STATE OF SOUTH CAROLINA**

**Final proposed tariff and  
bill of lading**



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Effective Date:

# Ecolatino Multiservices LLC. d/b/a Jimmy's Moving Service

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## Ecolatino Multiservices LLC. d/b/a Jimmy's Moving Service

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### APPLICABILITY OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by **ECOLATINO MULTISERVICES LLC D/B/A JIMMY'S MOVING SERVICE.**, 3811 N Kings Hwy Ste. 32, Myrtle Beach, SC 29577. These services are furnished between points and places in **SOUTH CAROLINA.**

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Effective Date:

## Ecolatino Multiservices LLC. d/b/a Jimmy's Moving Service

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### 1.0 TRANSPORTATION CHARGES

Transportation Charges include the hourly rates as listed below.

#### 1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Company's office location and, includes the movers' estimated return time to the office location.

Number of Movers	Hourly Rate
Two Movers and one Truck	\$100.00
Three Movers and one Truck	\$120.00
Four Movers and one Truck	\$150.00
Each Additional Mover	\$20.00 per mover/per hour

The Company will charge \$0.75 per mile (Fuel surcharge) per vehicle for moves that originate and/or terminate outside of Horry County and/or Georgetown County. The fuel surcharge will be calculated based upon the distance in miles from our office location to the client's address, to the end destination, and then back to our office location.

#### 1.2 Office Hours / Minimum Hourly Charges:

The Company will operate Monday – Sunday, 7:00 am – 7:00 pm. A Three-Hour Minimum Charge will apply to all moves.

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, the Company will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

#### 1.3 Forms of Payment

The Company will accept cash, personal checks, and credit card/debit card for payments (Please note that an additional credit card/debit card fee of 4% will be added to all payments made with a credit or debit card and shown on your moving services statement).

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Effective Date:



## Ecolatino Multiservices LLC. d/b/a Jimmy's Moving Service

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### **2 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

#### **2.1 Bulky Article Charges**

The Company does not charge an additional fee for bulky articles.

#### **2.2 Elevator or Stair Carry**

The Company does not charge an additional fee for elevator or stair carry.

#### **2.3 Excessive Distance or Long Carry Charges**

The Company does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

#### **2.4 Pick Up and Delivery**

The Company does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

#### **2.5 Packing and Unpacking**

The Company does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

The Company is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. The Company reserves the right to decline any moves consisting of extremely large or fragile items.

#### **2.6 Piano Charges**

The Company will not move pianos.

#### **2.7 Articles, Special Servicing**

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

#### **2.8 Waiting Time**

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of the Company.

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Effective Date:

## Ecolatino Multiservices LLC. d/b/a Jimmy's Moving Service

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### 3 RULES AND REGULATIONS

#### 3.1 Claims

All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading. Claimant must notify carrier of all claims for concealed damage within 30 days of the move. The Company must be given reasonable opportunity to inspect damaged items.

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, carrier reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify the Company immediately. We will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

In consideration of the rate charged it is mutually agreed and understood that the liability of the Company with respect to loss/or damage of the consigned Goods is limited to \$.60 per pound. The Company shall not be liable in any event for any special or consequential damages including but not limited to loss of profits, income utility or market whether or not the Company had knowledge that such damage might be incurred.

#### 3.2 Governing Publications

The Company's rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

#### 3.3 Items of Particular Value

The Company does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. The Company will not accept responsibility for safe delivery of such articles if they come into the Company's possession with or without the Company's knowledge.

#### 3.4 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of the Company's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

#### 3.5 Delays

The Company shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

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Effective Date:

# UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

## JIMMY'S MOVING SERVICE

843-467-3444/JIMMYMOVINGSERVICES@GMAIL.COM

ECOLATINO MULTISERVICES LLC. D/B/A JIMMY'S MOVING SERVICE

ORS# XXXXXX

3811 N KINGS HWY STE 32, MYRTLE BEACH SC 29577

USDOT#2963891

IN CASE OF NEED, CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

REF TO INVOICE NO.

SHIPPER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_

NOTIFICATION OF WEIGHT & CHARGES  
SHIPPER REQUESTS NOTIFICATION OF ACTUAL  
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐  
NOTIFY \_\_\_\_\_ TEL. \_\_\_\_\_  
ADDRESS \_\_\_\_\_

RECEIVED \_\_\_\_\_  
SUBJECT TO \_\_\_\_\_ ROUTING \_\_\_\_\_

GENERAL  
CONDITIONS:

CONSIGNEE TO \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_

PREFERRED DELIVERY DATE(S)  
OR PERIODS OF TIME \_\_\_\_\_

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR  
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES  
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK  
WILL NOT BE ACCEPTED.

RATES, RULES AND REGULATIONS IN  
TARIFF \_\_\_\_\_ SEC. \_\_\_\_\_

### INVOICING

GOVT. B/L No. \_\_\_\_\_  
BILL CHARGES TO \_\_\_\_\_

THIS SHIPMENT WILL MOVE SUBJECT TO  
THE RULES AND CONDITIONS OF THE CARRIER  
& TARIFF. ALL TERMS PRINTED OR  
STAMPED HEREON OR ON THE REVERSE  
SIDE HEREOF, SHIPPER HEREBY RELEASES  
THE ENTIRE SHIPMENT TO A VALUE NOT  
EXCEEDING \_\_\_\_\_ THE CARRIER'S LI-  
ABILITY FOR LOSS AND DAMAGE WILL BE \$0  
PER LB. PER ARTICLE UNLESS A GREATER  
AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED \_\_\_\_\_  
Shipper \_\_\_\_\_ Date \_\_\_\_\_

### TIME RECORD

START \_\_\_\_\_  
FINISH \_\_\_\_\_  
AM AM Customers Initials  
PM PM Customers Initials

JOB HOURS \_\_\_\_\_  
TRAVEL TIME \_\_\_\_\_  
TOTAL HOURS \_\_\_\_\_

### TRANSPORTATION SERVICES HOURLY CHARGE

STRAIGHT TIME  
VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.  
OVERTIME SERVICES  
VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.  
TRAVEL TIME HOURS at \$ \_\_\_\_\_  
OTHER CHARGES \_\_\_\_\_  
OTHER CHARGES \_\_\_\_\_  
PACKING \_\_\_\_\_  
INSURANCE \_\_\_\_\_  
TOTAL \_\_\_\_\_  
DATE DELIVERED \_\_\_\_\_  
DRIVER \_\_\_\_\_

### WEIGHT AND SERVICES

☐ SPACE RES. \_\_\_\_\_ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. \_\_\_\_\_ CU. FT.

GROSS	TARE	NET	RATE	CHARGES
TRANSPORTATION	MILES			
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE)				
ADD'TL. TRANS. (SURCHARGE)	<input type="checkbox"/> ORIG. <input type="checkbox"/> DEST.			
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____				
AT _____				
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____				
PIANO HANDLING: OUT _____ IN _____ HOIST _____				
ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS				
WAREHOUSE HANDLING _____				
TRANSIT STORAGE: FROM _____ TO _____				
S.I.T. VALUATION CHARGE _____				

### APPLIANCE SERVICES

ORIGIN DUE \_\_\_\_\_  
DEST. DUE \_\_\_\_\_

### OTHER CHARGES

CARTAGE: TO WHSE <input type="checkbox"/> FROM WHSE <input type="checkbox"/> ORIG <input type="checkbox"/> DEST <input type="checkbox"/> MI	QUANTITY
BARRELS	5
CARTONS LESS THAN 1 1/2	
CARTONS 1 1/2	
CARTONS 3	
CARTONS 4 1/2	
CARTONS 6	
CRIB MATTRESS	
WARDROBES (USE OF)	
MATTRESS CARTON NOT EXCEEDING 39 x 75	
MATTRESS CARTON NOT EXCEEDING 54 x 75	
MATTRESS CARTON EXCEEDING 54 x 75	
CRATES	
MIRROR CARTONS	

TOTAL PACKING \_\_\_\_\_ TOTAL CHARGES \_\_\_\_\_

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.I.

PREPAYMENT: COLLECTED BY \_\_\_\_\_

BALANCE DUE: COLLECTED BY \_\_\_\_\_

DELIVERY ACKNOWLEDGMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES  
ORDERED WERE PERFORMED.

REC'D FOR STORAGE \_\_\_\_\_ WAREHOUSE \_\_\_\_\_ CONSIGNEE \_\_\_\_\_

BY \_\_\_\_\_ PER \_\_\_\_\_ DATE \_\_\_\_\_  
(WAREHOUSEMAN'S SIGNATURE)

ORIGINAL NOT NEGOTIABLE

FORM 922R 1991

BOJAN PRACTING INC., 1200 MOTOR PARKWAY, HALLAMSBURG, NY 11740 (800) 662-9900